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FILED
Clerk
District Court

MAR 31 2005

For The Northern Mariana Islands
By _____
(Deputy Clerk)

7 Attorney for Plaintiffs

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE**
10 **NORTHERN MARIANA ISLANDS**

CV 05 0010

Civil Action No. 05-_____

COMPLAINT

- 11 1. ABELLANOSA, JOANNA
- 12 2. ALVARADO, MARISSA
- 13 3. ANTATICO, NORA
- 14 4. APIT, LOLY
- 15 5. AQUINO, RUSSEL
- 16 6. ARANDA, MARLOU
- 17 7. ARCEGA, PRECILLA
- 18 8. ASIA, ANGELITA
- 19 9. BAAY, CRISTINA
- 20 10. BALBIDO, MARISSA
- 21 11. BALCITA, AMALIA
- 22 12. BALICHA, ESTELITA, E.
- 23 13. BANAAG, EVELYN
- 14 14. BANGUILAN, TERESITA
- 15 15. BANTILLO, DELMA
- 16 16. BASTO, ZENAIDA
- 17 17. BAUTISTA, CONSOLITA
- 18 18. BERNARDINO, EVA
- 19 19. BUTIC, TERESITA
- 20 20. CABANIT, ANASTACIA
- 21 21. CAPACITE, EMERITA
- 22 22. CARAIT, RUBY
- 23 23. CAVA, MARITA

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ORIGINAL

24. CHAVEZ, EVANGELINE
25. CONCEPCION, ANDREA
26. CONTEMPLACION, NELIDA
27. CORREA, HAIDE
28. CRUZ, HELEN
29. CRUZ, AGNES
30. DELA CRUZ, MA. ROSARIO
31. DELOS SANTOS, ELENA
32. DOMINE, CORAZON
33. DUGAY, NOMIELADA
34. FAJARDA, AMELITA
35. GADIANE, MARILYN
36. GASES, NENITA
37. GELERA, EIREEN
38. GONZALES, GUADALUPE
39. HERNANDEZ, WENDELIN
40. INOPIQUEZ, ROSALINDA
41. LADIA, VICTORIA
42. LEJANO, ANGELA
43. LOZANO, NELIA
44. MACLANG, MARIDETH
45. MAGNAYE, BEATRIZ
46. MANZANILLA, EDELITA
47. MATEO, MARLA
48. MENDOZA, BELINDA
49. MIRANDA, AMALIA
50. MOLINA, ELIZABETH
51. MONSALUD, EVA
52. NABOR, CELESTINA
53. NAVIDA, MARICHU
54. NIMO, EULALIA
55. NIPAYA, LEONILA
56. NISPEROS, JENITA
57. NUEVA, MARITES
58. OLERMO, RUBY
59. PANGAN, MARITA
60. PANGELINAN, TERESITA
61. PASCUA, DYNA
62. PASCUAL, MYRNA
63. PELEGRINO, ADORACION
64. PERFECTO, CHARITO

65. POMAREJOS, GLORIA
66. QUIPOT, MERCIA
67. RELEVANTE, ADORA MAE
68. REYES, AMELIA
69. SALVADOR, JANNA
70. SAPIANDANTE, MILA
71. SORIANO, MARIETTA
72. TAPIADOR, TERESA
73. TEBERIO, JESSICA
74. TOBIAS, JOCELYN
75. VALDOZ, SHEROWIN
76. VILLANUEVA, MARIBEL,

Plaintiffs,

v.

L&T INTERNATIONAL
CORPORATION,

Defendant.

NOW COMES the Plaintiffs, by and through counsel, and as their claims and causes of action against Defendant L&T International Corporation (L&T), allege and aver as follows:

I
JURISDICTION AND VENUE

1. This action is brought under the Fair Labor Standards Act, 29

1 U.S.C. §§ 201 *et seq.* (hereinafter designated as "FLSA") made applicable to
2 this action by the COVENANT TO ESTABLISH A COMMONWEALTH OF THE
3 NORTHERN MARIANA ISLANDS IN POLITICAL UNION WITH THE UNITED
4 STATES OF AMERICA, Article V, § 502(a)(2). Specifically, jurisdiction is
5 conferred upon this Court pursuant to Section 16(b) of the FLSA, 29 U.S.C.
6 Section 216(b).
7

8 2. The Court is granted jurisdiction over Plaintiffs' FLSA claims
9 under 28 U.S.C. § 1331 (federal question jurisdiction), and as proceedings
10 arising under an Act of Congress regulating commerce pursuant to 28 U.S.C.
11 § 1337(a).
12

13 3. The Court has jurisdiction over Plaintiffs' wage claims pursuant
14 to 29 U.S.C. § 216(b).
15

16 4. The Court also has jurisdiction based on diversity of citizenship
17 in that each plaintiff is a citizen of the Republic of the Philippines while, on
18 information and belief, Defendant L & T Corporation is a corporation
19 organized and existing under the laws of, and with its main office located in,
20 Saipan, CNMI and is a domiciliary of the CNMI. The individual claims of
21 each plaintiff against the defendant in this matter, exceed and is more than \$
22
23

1 75,000.00, exclusive of costs and interest, pursuant to 28 U.S.C. § 1332.

2 5. The Court's jurisdiction over plaintiffs' non-FLSA claims is
3 granted pursuant to 28 U.S.C. § 1367(a) (supplemental jurisdiction).
4

5 6. The Court's authority to issue declaratory relief in this action is
6 conferred by 28 U.S.C. § 2201 and § 2202.

7 7. Venue is properly placed in this United States District Court for
8 the Northern Mariana Islands in that all parties were present in, and all acts
9 alleged and complained of occurred in the CNMI.
10

11 **II**
12 **PARTIES AND CAPACITIES**

13 8. Plaintiffs are, each and all, citizens of the Philippines and, at all
14 relevant times, resided in the CNMI and were employed by or suffered to
15 work by defendant variously pursuant to written contracts for a fixed period
16 of employment of one (1) year each, duly approved by the CNMI
17 Department of Labor (DOL) pursuant to the Nonresident Workers Act
18 (NWA), 3 N.Mar.I.Code § 4411, *et. seq.*
19

20 9. Plaintiffs, at all pertinent times, were employed and worked as
21 packers of garments by and for defendant in an enterprise engaged in
22

1 commerce and the production of goods for interstate and international
2 commerce, such that garments worked on and made by plaintiffs were
3 shipped by defendant in interstate and international commerce from the
4 CNMI to various places in the United States of America and other countries.
5

6 10. Defendant **L&T International Corporation**, on information
7 and belief, at all pertinent times, was a domestic corporation with its head
8 office and factory located in Saipan, CNMI, whose primary business was and
9 is the production of garments for interstate and international distribution and
10 sale outside of the CNMI and was and is engaged in the business of
11 production of goods for and shipment in, interstate and international
12 commerce.
13

14 11. Defendant L&T was the employer of each plaintiff, at all
15 pertinent times herein, within the meaning of FLSA § 203(e)(1) and the
16 Minimum Wage and Hours Act (MWhA), 4 N.Mar.I.Code §9211, *et. seq.*
17

18 **III**
19 **FACTUAL BACKGROUND**

20 **A.**
21 **Facts in Common to Each Individual Plaintiff**

22 12. Each plaintiff is female, an alien, a foreign national, and a citizen
23

1 of the Republic of the Philippines.

2 13. Certain of the plaintiffs were authorized to work for L&T by
3 the Department of Labor's approval of Conditional Grant of Transfer,
4 premised on L&T's promises and representations set forth in the Department
5 of Labor (DOL) form entitled Declaration of Accepting Employer, executed
6 and signed by defendant and each of the said-certain plaintiffs and approved
7 by DOL on various dates between March 2004 to May 2004. Attached as
8 **EXHIBIT "1"** hereto and incorporated herein by this reference is a list of
9 those plaintiffs hired pursuant to Conditional Grants of Transfer.
10

11 14. Certain of the plaintiffs were authorized to work for L&T by
12 DOL's approval of Consensual Grant of Transfer agreements between the
13 workers' previous employers and the new employer, Defendant L&T.
14 Attached as **EXHIBIT "2"** hereto and incorporated herein by this reference
15 is a list of those plaintiffs hired pursuant to Consensual Grants of Transfer
16 agreements.
17

18 15. Defendant L&T, by and through its employee and agent, Baby
19 Lopez, employed by defendant in its Human Resources Department,
20 required and demanded as a condition to hiring, employing, and contracting
21
22
23

1 of each plaintiff with L&T, that each plaintiff must provide for and/or pay
2 their physical examination and health clearance fees. Implicit in this demand
3 and condition was that plaintiffs would not be hired unless plaintiffs agreed
4 to and provided for or paid for said examination and health fees.
5

6 16. As an inducement for each plaintiff agreeing to pay for their said
7 first year examination and health clearance fees, Defendant L&T, by and
8 through its agent, Ms. Lopez, promised and represented to each plaintiff that
9 L&T would pay for each plaintiff's physical examination and health clearance
10 fees, beginning with their second year of employment with L&T. Implicit
11 in Lopez' statement was that plaintiffs would have and would be given
12 employment and work during their respective one (1) year contracts and that
13 thereafter plaintiffs would be renewed unless plaintiffs were terminated for
14 good cause.
15

16 17. In committing and making the above described acts, promises,
17 and statements, Ms. Lopez was acting as an agent of L&T and within the
18 scope of her authority or on the express instruction and direction of L&T
19 and/or L&T ratified said acts and conduct.
20

21 18. Defendant L&T made the aforesaid promises and representations
22
23

1 through its agent, Ms. Lopez or ratified the same for the purpose of inducing
2 each plaintiff to accept employment with and to work for L&T for
3 defendant's benefit, and to take advantage of each plaintiff's experience,
4 expertise, and labor.

5
6 19. As a result of defendant's and its agent's representations and
7 promises, each plaintiff was reasonably led to believe, rely on and understand
8 that they would be renewed and employed with L&T for a minimum of one
9 (1) year and that their contract would be renewed for a second term of one
10 year upon expiration.

11
12 20. Each plaintiff accepted employment with L&T in reliance upon
13 defendant's representations and implicit promise that plaintiffs would be
14 renewed at the end of their first year contract, if plaintiffs' work performance
15 were satisfactory and plaintiffs were not terminated for good cause.

16
17 21. Based on said Defendant L&T and its agent's representations and
18 promises of continued employment and employment renewal, each plaintiff
19 reasonably relied thereon and were led to believe that they would be renewed
20 and employed with L&T for a minimum of one (1) full year .

21
22 22. Certain of the plaintiffs in reliance on said representations and
23 promises of L&T and its agents, paid for both their physical examination and

1 health clearance fees in reliance on and believing their employment would be
2 for a full year's work. Attached as **EXHIBIT "3"** hereto and incorporated
3 herein by this reference is a list of those plaintiffs who paid both said physical
4 examination and health clearance fees.

5
6 23. Certain of the plaintiffs, in order to obtain employment with
7 L&T, and relying on its representations and promises, paid their own
8 physical examination fees. Attached as **EXHIBIT "4"** hereto and
9 incorporated herein by this reference is a list of those plaintiffs who paid
10 their physical examination fees.

11
12 24. Certain of the plaintiffs, in order to obtain employment with
13 L&T were required by L&T and its agents to use their then yet valid health
14 clearance certificates from their previous employment in lieu of the
15 employer, L&T, paying for said cost and fees. Attached as **EXHIBIT "5"**
16 hereto and incorporated herein by this reference is a list of those plaintiffs
17 required by L&T to so use their own previously obtained health clearance
18 certificates.

19
20 25. On information and belief, a majority of the workers employed
21 by Defendant L&T are Chinese nationals and citizens but their contracts and
22 employment were and are not so conditioned on said Chinese workers

1 providing or paying for said physical examination and health certificate fees,
2 as those of the plaintiffs. Furthermore, on information and belief, there are
3 no other employees of Defendant L&T whose employments or contracts
4 were and are so conditioned, except for plaintiffs who are Filipinos.

5
6 26. Prior to and at the time each plaintiff individually executed and
7 signed their respective employment contract with L&T, plaintiffs were
8 lawful residents of the CNMI, each having been granted lawful entry under
9 earlier approvals/entry authorization(s) by DOLI.

10 27. Each plaintiff and Defendant L&T executed and entered into
11 written employment contracts for a term of one (1) year.

12 28. Under their respective contracts, L&T promised to pay each
13 plaintiff \$ 3.05 per hour and time and a half for overtime work, payable bi-
14 weekly.

15
16 29. Under the said employment contracts, Defendant prohibited
17 each individual plaintiff from "without the consent of the [L&T] in writing
18 first obtained, for a period of one year after [plaintiffs'] employment ceases
19 either by resignation, termination, expiration of permit, or other causes,
20 enter the employ of or render services to any person, firm, partnership, or
21 corporation dealing in products or services which compete with any products
22
23

1 of or services of L&T or engage in any competing business on [plaintiffs']
2 own account or become interested therein as director, principal,
3 representative, employee or in any relationship or capacity."

4 30. The said referenced employment contract(s) was a form contract
5 and, on information and belief, a contract of adhesion, prepared and drafted
6 in advance by defendant and/or its counsels and presented to each plaintiff
7 on a take it or leave it basis without negotiation. Attached as **EXHIBIT "6"**
8 hereto and incorporated herein by this reference is a representative copy of
9 said contract form.
10

11 31. On information and belief, defendant, as required by the NWA,
12 executed with the Director of Labor, for each Plaintiff, an Employer's Non-
13 Resident Worker Agreement, to which each Plaintiff is a third-party
14 beneficiary. Attached as **EXHIBIT "7"** hereto and incorporated herein by
15 this reference is a standard form of said Non-Resident Worker Agreement.
16

17 32. Under the said third-party beneficiary agreement, defendant shall
18 be responsible for all "expenses required by law of any nonresident worker"
19 which include physical examination and health clearance fees.
20

21 33. The said third-party beneficiary agreement also requires
22 defendant to provide each plaintiff a minimum of forty (40) hours of work
23

1 per week, at all times, for the duration of each Plaintiff's respective
2 employment contract.

3 34. On or about May 12, 2004, Ma. Luisa Dela Cruz-Ernest, as the
4 Human Resources Manager and agent of Defendant L&T, gave each plaintiff
5 a document entitled "Notice of Termination" based on the stated ostensible
6 grounds and reasons of "due to the on-going re-engineering and reduction in
7 force due to economic necessity." Attached as **EXHIBIT "8"** hereto and
8 incorporated herein by this reference is a representative copy of the said
9 termination notice.
10

11 35. Defendant L&T terminated plaintiffs *en masse*, without
12 individualized considerations of the legal rights, status, and condition of each
13 plaintiff under their respective contracts, without and in contravention of
14 each plaintiff's rights to due process. Furthermore, defendant did not
15 consider or interview each plaintiff about their respective qualifications for
16 other jobs and positions available through L&T, its affiliate and sister
17 companies including Tan Holdings Corporation, and did not in good faith
18 explore other alternatives to firing plaintiffs.
19
20

21 36. On information and belief, Defendant L&T, after plaintiffs'
22 termination hired and brought into the CNMI new Chinese workers from
23

1 the People's Republic of China to fill various positions in the company
2 (L&T), its subsidiaries, and other garment factories affiliated with, owned or
3 controlled by L&T.

4
5 **V**
CAUSES OF ACTION

6 **First Cause of Action**

7 Defendant's Breach of Contract by Requiring Plaintiffs to
8 Pay for Costs of Physical Examination and Health Clearance

9 37. The allegations in paragraphs 1 through 36 are re-alleged and
10 incorporated by reference in this First Cause of Action.

11 38. At all relevant times herein, defendant was required by 3 CMC
12 § 4438(b) and the employment contract, to pay the cost of required physical
13 examinations and for health clearance certificates of plaintiffs as nonresident
14 workers.

15 39. At all relevant times herein, defendant was required by the Non-
16 Resident Worker Agreement to which each plaintiff is a third-party
17 beneficiary, to be responsible for payment of each plaintiff's physical
18 examination and health clearance fees which are employer expenses.

19 40. Each plaintiff was required to either pay or provide for, her
20 physical examination fees or health clearance fee or both, by defendant, as set
21 forth in EXHIBITS "3," "4" and "5" attached hereto.
22
23

1 41. Notwithstanding, L&T shifted its burden and obligation to pay
2 or provide for said examinations and fees to plaintiffs by requiring that
3 plaintiffs pay for or provide said services as a condition to their employment.

4 42. Defendant's failure and refusal to pay for or provide the physical
5 examination and health clearance fees of plaintiffs was in breach of contract
6 and of the specific promise of defendant to pay said fees as set forth in the
7 Non-Resident Worker Agreement between defendant and the Director of
8 Labor.

9
10 43. Defendants' failure and refusal to pay the physical examination
11 and health clearance certificate fees of plaintiffs, was a breach of their
12 respective employment contracts and the Employer's Agreement executed by
13 Defendant L&T and the Director of Labor of which plaintiffs are third-party
14 beneficiaries, and constituted a violation of Section 4438(b) of the NWA.

15
16 44. Defendant is thus liable to plaintiffs for the amount or value of
17 the physical examination fees and health clearance fees paid by plaintiffs, plus
18 prejudgment interest, and an additional amount as liquidated damages
19 thereon under the NWA.

20
21 **Second Cause of Action**
22 **Failure to Pay Under FLSA and the NWA**

23 45. The allegations in paragraphs 1 through 44 are re-alleged and

1 incorporated by reference in this Second Cause of Action.

2 46. As a result of defendant requiring plaintiffs to pay or provide for
3 their respective physical examination and health clearance fees, said plaintiffs
4 received or were paid less than the minimum wage and overtime wages
5 prescribed under FLSA and the NWA for the respective pay periods.
6

7 47. Alternatively, defendant's acts in requiring plaintiffs to pay or
8 provide said fees and services constitute and are deemed unauthorized
9 deductions from wages resulting in each plaintiff being paid less than the
10 minimum wage and applicable overtime wage rate.
11

12 **Third Cause of Action**
13 **Supplemental Claim for Unlawful Termination**
14 **and Bad Faith Breach of Contract**

15 48. The allegations in paragraphs 1 through 47 are re-alleged and
16 incorporated by reference in this Third Cause of Action.

17 49. Defendant's termination of plaintiffs was unlawful and a breach
18 of each plaintiff's respective employment contract and the Non-Resident
19 Worker Agreement, because there was no just or valid cause for termination
20 and the terminations were in contravention of the employment contracts and
21 the Department of Labor's rules and regulations regarding termination.
22

23 50. Defendant did not consider or explore other alternatives to the

1 *en masse* termination of plaintiffs, such as re-assignment to other work, jobs
2 or positions within the company or its subsidiaries or its other affiliated,
3 owned or controlled companies, the defendant's acts and terminations were
4 thus not done in good faith, were pretextual, unlawful, and taken in bad
5 faith.
6

7 51. Plaintiffs are therefore entitled to recover from defendants as
8 damages their full contract wages and other lost benefits under their
9 employment contracts had plaintiffs been allowed to perform and work
10 through the unexpired term of their respective employment contracts, in an
11 amount to be proven at trial.
12

13 **Fourth Cause of Action**
14 **Supplemental Claims for Breach of Express, Implied-in-Fact and**
15 **Implied-in-Law Covenants of Good Faith and Fair Dealing**

16 52. The allegations in paragraphs 1 through 51 are re-alleged and
17 incorporated by reference in this Fourth Cause of Action.

18 53. Plaintiffs' employment contracts each contained express,
19 implied-in-fact and implied-in-law covenants of good faith and fair dealing
20 that neither party would do anything to prevent the other from performance
21 under the contract or to enjoy the benefits of the contract.
22

23 54. In terminating plaintiffs without good and valid cause as herein

1 described, defendant acted in bad faith and breached said covenants of good
2 faith and fair dealing of the contracts, with the intent of depriving plaintiffs
3 of the benefits that each plaintiff reasonably expected to receive under their
4 respective employment contracts.

5
6 55. As a direct and proximate result of defendant's actions and
7 conduct, plaintiffs suffered substantial and severe economic loss in benefits
8 and wages under their contract.

9 56. Alternatively, the promises and representations of defendant and
10 its agents described herein constituted a representation and promise by
11 defendant that each plaintiff would be employed and given work for one full
12 year, and that thereafter the contracts would be renewed for an additional
13 year.
14

15 57. Defendant L&T, its agents and employees, in representing and
16 telling plaintiffs that if plaintiffs paid or provided for their medical
17 examination and health certificate fees for the first year, that the company,
18 L&T, would pay said fees thereafter, beginning with the first renewal of their
19 one-year contract, made said promises and representations knowing or
20 reasonably should have known that Plaintiffs would rely on said defendant's
21 promise and assurance that each plaintiff's contract would be renewed for an
22
23

1 additional year upon expiration of the first year contract.

2 58. Plaintiffs did in fact act in reliance on defendant's promises and
3 representations to their detriment and damage.

4 59. Defendant's conduct and acts were done intentionally,
5 maliciously, and oppressively and in conscious disregard of plaintiffs' rights
6 and constituted a willful breach of the express and implied covenants of good
7 faith and fair dealing of the contracts, thus, entitling each plaintiffs to an
8 award of special, compensatory, consequential, and exemplary damages in an
9 amount to be proven at trial and an equitable award of attorney's fees.
10
11

12 **Fifth Cause of Action**
13 **Intentional Infliction of Emotional Distress**

14 60. The allegations in paragraphs 1 through 59 are re-alleged and
15 incorporated by reference in this Fifth Cause of Action.

16 61. Defendant's acts and conduct in terminating plaintiffs, without
17 just or valid cause, were malicious, deliberate and intentional and designed
18 to, and defendants knew or should have reasonably known would, cause
19 plaintiffs severe emotional distress, mental anguish, and did cause such
20 distress and damage.
21

22 62. Defendant in so terminating plaintiffs acted without care for
23

1 of attorney's fees for defendant's intentional infliction of emotional distress,
2 in an amount to be proven at trial.

3
4 **Sixth Cause of Action**
5 **Fraud and Deceit**

6 66. The allegations in paragraphs 1 through 65 are re-alleged and
7 incorporated by reference in this Sixth Cause of Action.

8 67. At the time defendant and its agents made said promises,
9 representations and executed the employment contract with plaintiffs, it
10 knew or should have reasonably known that because of its ostensible "on
11 going re-engineering" and "reduction in force due to economic necessity", it
12 could not, or did not, want to employ plaintiffs with full-time employment
13 of 40 hours a week under one-year renewable contracts.
14

15 68. On information and belief, at all pertinent times, defendant was
16 thus aware of its true economic condition and that it would not be able to
17 employ and provide work to plaintiffs under their said contracts for a term
18 of one (1) year.

19 69. Notwithstanding, defendant, with knowledge of its economic
20 and financial condition represented and misrepresented to plaintiffs that they
21 could reasonably rely on and expect employment for at least one year, with
22
23

1 their individual rights and without consideration of each plaintiff's
2 individualized needs, merits, experience under each plaintiff's respective
3 contract. Defendant terminated plaintiffs *en masse* in complete disregard,
4 violation and breach of the express and implied covenants of good faith and
5 fair dealing of each contract.
6

7 63. Defendant's acts and conduct were deliberate, intentional,
8 malicious, and outrageous, and were so extreme, atrocious, and outrageous,
9 they shock the conscience and go beyond all bounds of decency and cannot
10 be tolerated in a civilized community, and were done with the intent to, and
11 in fact did cause, each plaintiff severe emotional distress and mental anguish.
12

13 64. As a direct and proximate result of defendant's deliberate,
14 intentional, malicious, outrageous, and atrocious acts, each plaintiff suffered,
15 now suffers, and will continue to suffer physical, psychological, and severe
16 and extreme emotional distress, anxiety, insomnia, mental anguish, and fear,
17 that no reasonable person should be expected to endure, as a result of which
18 each plaintiff has suffered damages, and in the future will continue to suffer
19 damages.
20

21 65. Plaintiffs are therefore entitled to recover from defendant an
22 award of special, compensatory, and punitive damages and an equitable award
23

1 a promise of renewal for an additional second year with defendant.

2 70. The statements made by L&T to plaintiffs, through its agent
3 Lopez, that beginning with plaintiffs' second year or renewal contract,
4 defendant would pay each year thereafter plaintiffs' medical examination and
5 health certificate fees was false when made or defendant and Lopez failed to
6 exercise reasonable care or competence in communicating to plaintiffs that
7 the company (L&T) intended and would pay said fees beginning with their
8 first renewal contract. Lopez had the means to know, ought to have known
9 or had the duty to know that her statement was a misrepresentation to
10 plaintiffs. Plaintiffs justifiably relied on Lopez' statement to their detriment.
11

12 71. As the result of the said actions and conduct of defendant,
13 Plaintiffs were caused and have suffered lost pay and benefits, mental pain
14 and anguish, loss of esteem, physical pain and suffering. The plaintiffs
15 therefore seek and are entitled to compensatory and punitive damages, costs
16 and an equitable award of attorney's fees.
17

18 72. The foregoing described deceit, failure to communicate, acts and
19 conducts of defendant constitute fraud and were done willfully, maliciously,
20 fraudulently, and with reckless disregard for plaintiffs' rights.
21

22 73. As a result of defendant's misrepresentation, fraud and deceit,
23

1 each plaintiff suffered damages, including but not limited to lost income,
2 benefits, special and consequential damages in an amount to be proven at
3 trial.

4
5 **Seventh Cause of Action**
6 **Claim for Declaratory Relief for Return Air Fare**

7 74. The allegations in paragraphs 1 through 73 are re-alleged and
8 incorporated by reference in this Seventh Cause of Action.

9 75. Under the contracts of each plaintiff and pursuant to the NWA,
10 defendants are obligated to provide and pay for the return transportation fare
11 of each plaintiff to their point of hire in the Philippines.

12 76. Plaintiffs therefore seek and are entitled to a declaration of the
13 Court, of their rights and entitlement to have defendants pay and provide for
14 their return transportation cost to their point of hire in the Philippines.
15

16 **PRAYER FOR RELIEF**

17
18 **WHEREFORE**, Plaintiffs pray for relief as follows:

19 1. An award of compensatory damages and reimbursements of fees
20 paid or the reasonable costs of said physical examination and health certificate
21 fees, an equal amount as liquidated damages, and prejudgment interest, under
22 the First Cause of Action;
23

1 2. An award of compensatory damages, plus an equal amount as
2 liquidated damages, prejudgment interest, costs and reasonable attorney's fees
3 under the Second Cause of Action;

4 3. An award of compensatory damages for lost wages and benefits
5 through the unexpired term of each plaintiff's respective employment
6 contract, in an amount to be proven at trial, plus an equal amount as
7 liquidated damages, costs and reasonable attorney's fees, and prejudgment
8 interest under the Third Cause of Action;

9 4. An award of special, compensatory, consequential, and
10 exemplary damages in an amount to be proven at trial, an equal amount as
11 liquidated damages, prejudgment interest, costs, and an equitable award of
12 reasonable attorney's fees under the Fourth Cause of Action;

13 5. An award of special, compensatory, and punitive damages in an
14 amount to be proven at trial, an equal amount as liquidated damages and
15 prejudgment interest, costs, and reasonable attorney's fees under the Fifth
16 Cause of Action;

17 6. An award for lost wages, benefits, special, consequential,
18 punitive damages, and attorney's fees in an amount to be proven at trial
19 under the Sixth Cause of Action;


7. For a declaration that defendants are obligated to pay for the costs of the return transportation of plaintiffs under their contracts and pursuant to the NWA under the Seventh Cause of Action.

8. For temporary work authorization during the pendency of this matter;

9. For transfer relief; and

10. Such other and further relief as may be deemed proper at law and in equity.

SIGNED this 31st day of March 2005.


JOE HILL
Attorney for Plaintiffs